

JUDGE CEDARBAUM

07 CV 3817

239-07/PJG/PLS

FREEHILL HOGAN & MAHAR, LLP

Attorneys for Plaintiff

80 Pine Street

New York, NY 10005

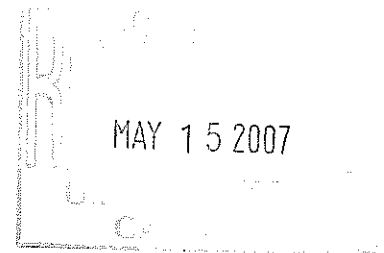
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Peter J. Gutowski (PG 2200)

Pamela L. Schultz (PS 0335)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



-----X  
LANEIA MARINE LTD.,

07 CV ( )

Plaintiff,

**VERIFIED COMPLAINT**

- against -

SINORICHES GLOBAL LTD.,

Defendant.  
-----X

Plaintiff LANEIA MARINE LTD., ("LANEIA") by its attorneys Freehill, Hogan & Mahar, LLP, as and for its Verified Complaint against SINORICHES GLOBAL LTD. ("SINORICHES") alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves claims for the breach of a maritime contract by Defendant SINORICHES. The case also falls within the Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333. Federal jurisdiction also exists because the action arises under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards at 9 U.S.C. §201 *et seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

2. At all times relevant hereto, Plaintiff LANEIA was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at 80 Broad Street, Monrovia, Liberia.

3. At all times relevant hereto, Defendant SINORICHES was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at Room A2715 No. 30, Wuwu Road, Zhongshan District, Dalian, China 116001.

4. Defendant SINORICHES utilizes other entities, including but not limited to Oceanlink Navigation Co. Ltd., as a paying of funding agent for purposes of receiving, holding and/or transferring funds which are the property of or in which Defendant SINORICHES has an attachable interest.

5. On or about December 15, 2007, Plaintiff LANEIA as owner, and Defendant SINORICHES as charterer entered into a maritime contract of charter party for the M/V LANEIA. A true and correct copy of the charter party recap is attached as Exhibit A.

6. Plaintiff LANEIA duly tendered the vessel into service under the charter, the voyage was performed, and demurrage earned.

7. On March 13, 2007, Plaintiff LANEIA submitted an invoice for the demurrage due under the charter party in the amount of USD \$93,179.17. A true and correct copy of the invoice is attached as Exhibit B.

8. Despite due demand, the invoice remains unpaid and accordingly, USD \$93,179.17 remains due and outstanding under the charter party.

9. Plaintiff LANEIA has fulfilled all obligations required of it under the charter party.

10. The charter party provides that it is to be governed by English law and all disputes between the parties are to be resolved by arbitration in London, and the right to have the merits of the dispute determined in London arbitration is reserved.

11. Under English law, including but not limited to Section 63 of the English Arbitration Act of 1996, costs including attorney fees, arbitrators' fees, disbursements and interest are recoverable.

12. Pursuant to the New York Convention and Supplemental Admiralty Rule B, LANEIA is entitled to security.

13. This action is brought to obtain security in favor of Plaintiff LANEIA in respect to LANEIA's claims against Defendant SINORICHES under the charter party.

14. This action is further brought to obtain security for any additional sums to cover Plaintiff's anticipated attorney fees and costs in arbitration proceedings and interest, all of which are recoverable under the law of the forum.

15. Plaintiff LANEIA estimates that its anticipated attorney fees and costs to arbitrate this matter will total USD \$45,000 and that interest at the rate of 7% from March 2007 until the estimated time of completion of arbitration between the parties in two years will total USD \$15,000.

16. Plaintiff LANEIA estimates, as nearly as can be computed, the total amount of its claim which is sought to be attached pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims by LANEIA against Defendant totals **USD \$153,179.17.**

17. Upon information and belief, and after investigation, the Defendant identified in this action cannot be "found" within this district for the purpose of Rule B of the Supplemental

Rules of Certain Admiralty and Maritime Claims, but Plaintiffs are informed that Defendant has, or will shortly have, assets within this District comprising of, *inter alia*, cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendant (hereinafter, "ASSETS"), including but not limited to ASSETS in its name, or as may be held, received or transferred for its benefit in the name of the paying and funding agent Oceanlink Navigation Co. Ltd., at, moving through, or being transferred and/or wired to or from banking institutions or such other garnishees who may be served with a copy of the Process of Attachment issued herein.

WHEREFORE, Plaintiff LANEIA prays:

- a. That process in due form of law according to the practice of this Court issue against Defendant citing it to appear and answer the foregoing, failing which a default will be taken against it for the principal amount of the claim as of the date of filing of the Verified Complaint plus interest until paid;
- b. That since Defendant cannot be found within this District pursuant to Supplemental Rule B, that all assets of Defendant up to and including the sum of **\$153,179.17** may be restrained and attached, including but not limited to any cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, and/or other assets of, belonging to, due or for the benefit of Defendant including but not limited to such assets as may be held, received or transferred in its own name or as may be held, received or transferred for its benefit in the name of its paying and funding agent Oceanlink Navigation Co. Ltd., at, through, or within the possession, custody or control of such banking institutions and/or any such other garnishees who may be

served with a copy of the Process of Maritime Attachment and Garnishment issued herein; and

- c. That an Order be entered directing Defendant to proceed to arbitration for the adjudication of the merits of the claim;
- d. That this Court retain jurisdiction over the matter for any further or supplemental proceedings as may be necessary in order to give effect to and enforce any arbitration award that may be rendered; and
- e. That Plaintiff have such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York  
May 15, 2007

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff

By: 

Peter J. Gutowski (PG 2200)  
Pamela L. Schultz (PS 0335)  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax

**ATTORNEY VERIFICATION**


STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

PETER J. GUTOWSKI, being duly sworn, deposes and says as follows:

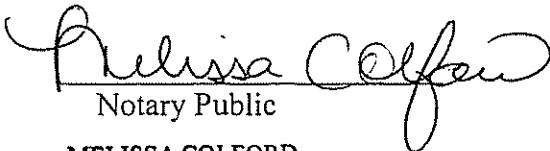
1. I am a partner with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client.

3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.

  
\_\_\_\_\_  
PETER J. GUTOWSKI

Sworn to before me this  
15 day of May, 2007.

  
\_\_\_\_\_  
Notary Public

MELISSA COLFORD  
Commissioner of Deeds  
City of New York-No. 5-1692  
Certificate Filed in New York  
Commission Expires 4/1/

-----  
From: Maksim Yakovenko <M.Yakovenko@intresco.com>  
To: claims@intresco.com <claims@intresco.com>  
Date: Friday, February 16, 2007, 10:27:40 AM  
Subject: mv Laneia recap - Xingang - Ravenna dd 15.12.06  
Folder: Inbox/Claims  
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DATE: Friday, February 16, 2007, 10:27:06 AM REF No: INM-B6936763

TO claims@intresco.com  
FM INTRESCO LTD

ARTEM / CHARLIE

REF: MV LANEIA cp dd 15/12/06

RECAP WE AGREED SO FAR ASF:

PERFORMING VSL : M/V LANEIA  
box singledecker - built 2006  
liberian flag ukrainian crew  
dwat/dwcc 10,407/9,800 ts drafts 7,46 m  
loa/lbp/beam/depth moulded 131.32m/120.25m/18.00m/9.70  
grt / nrt 6619/3901  
grain/bale:  
hold # 1: V= 3537 cbm  
hold # 2: V= 4744 cbm  
hold # 3: V= 4633 cbm  
holds/hatches 3/3 (mcgregor)  
hatches dimensions :  
1 by 15,2 x 13,3  
2,3 by 25,6 x 13,3  
holds dimentions (m):  
1. 33 x 16 x 8  
2. 31 x 16 x 8  
3. 33 x 16 x 8  
rmrs class, p+i british marine  
ada wog

PLS ADV VSL'S CERTS :PNI/CLASS/REGISTRY/H+M/ISPS/DOC/ISM

FOR

= A/C SINORICHES GLOBAL LTD , FULL BACKGROUND AS ATTACHED  
ROOM A2715 NO.30 WUWU ROAD  
ZHONGSHAN DISTRICT,  
DALIAN, CHINA 116001  
TEL:86 411 85869018  
WEBSITE: [www.sinoriches.com](http://www.sinoriches.com)

= CARGO QTY UP TO VSL'S FULL CAPACITY WITH STEEL PRODUCTS , HARMLESS/NON-IMO  
( SO FAR , HAVE NO FULL PACKING LIST YES, ALMOST ARE STEEL PIPES LENGTH  
6-14M , DIAMETER 4"-12" )  
= 1GSB XINGANG, CHINA / 1GSB RAVENNA, ITALY / AAAA BENDS  
= 20/25 DEC 2006  
= FRT USD 730000 IN LUMPS FIOS N L/S/D BSS 1/1  
= CHARTERER'S AGENT BENDS XINGANG : COSCO TIANJIN SHIPPING AGENCY  
RAVENNA : RAFAELLE TURCHI , ITALY  
= FULL FRT LESS COMM TO BE PAID TO OWNERS ACCOUNT W/I 5 BKG DAYS ACOL N S/R  
BS/L MARKED" FRT PAYABLE AS PER CP" OR " FRT PREPAID" . BUT OWNER CAN ONLY  
RELEASE ORIGINAL BS/L MARKED" FRT PREPAID" AFTER RECEIVING FRT IN OWNERS  
ACCOUNT  
= FULL FRT DEEMED EARNED UPON COMPL OF LOADING , DISCOUNTLESS/NON-RETURNABLE

EXHIBIT

A

WHETHER CARGO A/O VSL LOST OR NOT LOST  
= CQD/6 WW DAYS SSHEX UU  
= DETENTION USD 5500 PDPR IF CGO A/O DOCS NOT READY UPON VSL'S ARRIVAL AT  
LOADING PORT  
= DEMURRAGE USD 5500 PDPR / FD AT DISCHARGING PORT  
= SHORECRANE CHARGE IF ANY TOBE FOR CHARTERER'S ACCOUNT  
= ANY TAXES/DUES ON CARGO A/O DOCUMENTS TOBE FOR CHARTERER'S ACCOUNT  
= ANY TAXES/DUES ON VSL/FLG/OWNERSHIP TOBE FOR OWNERS ACCOUNT  
= ALL CARGO REMARKS TOBE INSERTED INTO B/L  
= L/S/D IF ANY, MATERIAL/COST TOBE FOR CHARTERER'S ACCOUNT  
= SHIPSIDE TALLY, IF COMPULSORY, TOBE FOR OWNERS ACCOUNT  
= SHORESIDE TALLY, IF COMPULSORY, TOBE FOR CHARTERER'S ACCOUNT  
= AR/GA IN LONDON, ENGLISH LAW TO APPLY  
= VSL TOBE FREE OF ANY EXTRA INSURENCE DUE HER AGE/FLG/OWNERSHIP  
= COMM:5 PCT TTL  
= OTHERWISE AS PER CLEAN GENCON 94  
= END RECAP

PLS CONF WITH YR NOTES.

BEST REGARDS  
CHARLIE WANG

BRGDS  
Maksym Yakovenko

MARITIME DEPARTMENT

For and on behalf of INTRESCO LTD  
INTRESCO LTD - Ukraine Branch Office

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+ 380 482 373999  
Fax: + 44 870 1211505 (via UK)  
+ 380 482 346638  
Tlx: + 051 94079170 ISMD G  
E-mail: [M.Yakovenko@intresco.com](mailto:M.Yakovenko@intresco.com)

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## LAYTIME CALCULATIONS, MV LANEIA, CP DD. 15.12.2006

## DISCHARGING

DISCHARGE PORT RAVENNA  
 DEMMURAGE RATE 5500 USD / PDPR, FD (FREE DISPATCH)  
 CARGO STEEL PRODUCTS&PIPES  
 DISCHARGING RATE 6 WW DAYS OF 24 CONS HOURS  
 TERMS SSHEX, UU, FRI17-MON08, 8/14 CL. TO APPLY AS PER GENCON 1994  
 VESSEL ARRIVED Mon 12/02/2007 14:10  
 NOTICE TENDERED Mon 12/02/2007 14:10  
 LAYTIME TO COUNT FROM Tue 13/02/2007 08:00  
 OPERATIONS COMMENCED Thu 01/03/2007 06:30  
 OPERATIONS COMPLETED Mon 12/03/2007 14:10

FROM	TO	L/T USED	REMARKS
Tue 13/02/2007 08:00	Wed 14/02/2007 00:00	00:16:00	COUNT
Wed 14/02/2007 00:00	Thu 15/02/2007 00:00	01:00:00	COUNT
Thu 15/02/2007 00:00	Thu 15/02/2007 02:00	00:02:00	COUNT
Thu 15/02/2007 02:00	Thu 15/02/2007 04:30	-	RAIN, NTC
Thu 15/02/2007 04:30	Thu 15/02/2007 05:00	00:00:30	COUNT
Thu 15/02/2007 05:00	Thu 15/02/2007 15:10	-	RAIN, NTC
Thu 15/02/2007 15:10	Fri 16/02/2007 00:00	00:08:50	COUNT
Fri 16/02/2007 00:00	Fri 16/02/2007 17:00	00:17:00	COUNT
Fri 16/02/2007 17:00	Mon 19/02/2007 08:00	-	EXCLUDED, NTC
Mon 19/02/2007 08:00	Tue 20/02/2007 00:00	00:16:00	COUNT
Tue 20/02/2007 00:00	Wed 21/02/2007 00:00	01:00:00	COUNT
Wed 21/02/2007 00:00	Wed 21/02/2007 17:00	00:17:00	COUNT
Wed 21/02/2007 17:00	Wed 21/02/2007 19:00	-	RAIN, NTC
Wed 21/02/2007 19:00	Wed 21/02/2007 21:30	00:02:30	COUNT
Wed 21/02/2007 21:30	Thu 22/02/2007 00:00	-	RAIN, NTC
Thu 22/02/2007 00:00	Thu 22/02/2007 02:00	00:02:00	COUNT
Thu 22/02/2007 02:00	Thu 22/02/2007 04:00	-	RAIN, NTC
Thu 22/02/2007 04:00	Thu 22/02/2007 18:10	00:14:10	COUNT, DEMURRAGE STARTS
Thu 22/02/2007 18:10	Fri 23/02/2007 00:00	00:05:50	ON DEMURRAGE, ALL TO COUNT
Fri 23/02/2007 00:00	Sat 24/02/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Sat 24/02/2007 00:00	Sun 25/02/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Sun 25/02/2007 00:00	Mon 26/02/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Mon 26/02/2007 00:00	Tue 27/02/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Tue 27/02/2007 00:00	Wed 28/02/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Wed 28/02/2007 00:00	Thu 01/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Thu 01/03/2007 00:00	Fri 02/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Fri 02/03/2007 00:00	Sat 03/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Sat 03/03/2007 00:00	Sun 04/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Sun 04/03/2007 00:00	Mon 05/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Mon 05/03/2007 00:00	Tue 06/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Tue 06/03/2007 00:00	Wed 07/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Wed 07/03/2007 00:00	Thu 08/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Thu 08/03/2007 00:00	Fri 09/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Fri 09/03/2007 00:00	Sat 10/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Sat 10/03/2007 00:00	Sun 11/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Sun 11/03/2007 00:00	Mon 12/03/2007 00:00	01:00:00	ON DEMURRAGE, ALL TO COUNT
Mon 12/03/2007 00:00	Mon 12/03/2007 14:10	00:14:10	ON DEMURRAGE, ALL TO COUNT
TIME USED		23:20:00	
TIME ALLOWED		06:00:00	
ON DEMURRAGE		17:20:00	USD 98,083.33
LESS COMMISSION		5.00	USD 4,904.17
DUE TO OWNERS		-	USD 93,179.17

EXHIBIT

B